

TERMS AND CONDITIONS FOR AVAILING PAYGLOCAL SERVICES

General Terms & Conditions

This document/agreement/understanding is a computer-generated electronic record in terms of Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (amended from time to time) read with Information Technology Act, 2000 (amended from time to time) and may not require any physical or digital signatures.

These Terms and Conditions ("Terms / **Agreement**") constitute a binding and legally enforceable agreement between You (hereinafter "Merchant") and PayGlocal Technologies Private Limited (hereinafter "PayGlocal"). The Terms, enumerated under these 'General Terms and Conditions' shall govern Merchant's overall use of PayGlocal Services (irrespective of the type of PayGlocal Services subscribed) whereas 'Specific Terms and Conditions' shall, along with 'General Terms and Conditions', govern Merchant's usage of any specific PayGlocal Services. The PayGlocal Services may be offered or made available to Merchant via PayGlocal website, mobile applications, software, APIs, social media, or any other access channels.

Please read these Terms ('General Terms and Conditions' & 'Specific Terms and Conditions') carefully before accessing or subscribing to any of the PayGlocal's Services. By using PayGlocal Services, the Merchant agree to be bound by these Terms,, including PayGlocal's [Privacy Policy](#) and any other policy applicable to the Services availed by the Merchant. If the Merchant does not agree to these Terms or do not wish to be bound by these Terms, the Merchant must refrain from using PayGlocal Services. PayGlocal reserves the right to amend or otherwise modify the Terms at any time by posting an updated version on the website and / or the Merchant dashboard. The updated Terms shall take effect immediately upon posting or any specific date notified in relation thereto. It is Merchant's responsibility to review these Terms periodically for any updates. Merchant's continued access of the Platform or use of the Services signifies Merchant's assent/ratification of the updated or modified Terms. If the Merchant objects to these Terms or any subsequent modifications to these Terms in any way, then the Merchant must immediately terminate the use of the Services.

In addition to the 'General Terms and Conditions' herein, the Merchant is also required to agree to additional terms ("Specific Terms and Conditions") in connection with specific PayGlocal Services, provided by PayGlocal or its Affiliates, that the Merchant may avail from time to time. The Merchant agree to be bound by such additional Service Specific Terms & Conditions. The Merchant shall be solely responsible for creating additional login access or sharing login access of the Merchant dashboard to any other person apart from the authorized signatory/ies of the Merchant. Any instruction provided by such additional accesssee, including the act of signing / approving any Terms and Conditions shall be deemed be an act on the part of authorized signatory/ies of the Merchant and PayGlocal shall not be responsible to check the veracity of such act by any accesssee. Should the Merchant choose to avail any specific Services, the Merchant may be required to complete additional forms and provide additional data/information. The Merchant hereby give the consent for PayGlocal to store, and use the data/information provided by the Merchant to PayGlocal during (i) the initial sign up/registration process and (ii) registration or onboarding for any specific Service in future. To the extent General Terms and Conditions are inconsistent with any Specific Terms and Conditions for any specific PayGlocal Services, then those specific terms shall prevail over these general terms.

1. DEFINITIONS

In this Agreement, unless the context clearly indicates a contrary intention, and in addition to the terms defined in the relevant SOFs / annexures / schedules of the Agreement, the following words or expressions shall have the meaning assigned herein:

- (a) **"Affiliate"** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby the term **"control"** (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.
- (b) **"Authorised Representative"** means directors, employees, auditors, lawyers, representatives or agents of the Parties who are authorized to represent the respective Parties for the purpose of this Agreement.
- (c) **"Agreement"** means this agreement along with SOFs hereto, executed between PayGlocal and the Merchant and as amended from time to time. For the purpose of giving full and proper effect to this Agreement and the SOFs, both

shall be read together and construed harmoniously. The term **“Agreement”**, wherever appearing shall be deemed to include SOFs, annexures, addendums, schedules that are a part of this Agreement, unless explicitly referred to

- (d) arately in any Clause in order to set any pretext relating to the said Clause.
- (e) **“Applicable Laws”** means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local Governmental/Regulatory Authority having competent jurisdiction and force of law over, or application to the Party, this Agreement or subject matter in question, as may be amended from time to time. Applicable Laws shall without limitation include any notification, circular, directive or other similar instruction issued by the Financial Sector Regulators including but not limited to the Reserve Bank of India. Applicable Laws also include rules, regulations, roles, responsibilities and processes as defined by NPCI.
- (f) **“Business Day”** means any day of the week (excluding Saturdays, Sundays or any other day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) on which banks are open for general banking business in the applicable region.
- (g) **“Confidential Information”** means any information, data or document shared or disclosed by the Disclosing Party (*Party sharing the Confidential Information*) to the Receiving Party (*Party receiving the Confidential Information*). Confidential Information may or may not be specifically marked and designated as ‘*confidential*’. Confidential Information shall include, but shall not be limited to, trade secrets, Intellectual Property, formulae, processes, APIs, algorithms, codes, data, ideas, concepts, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, material or data relating to the current and /or future business and operations of the Disclosing Party. Confidential Information shall also include (a) information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party; and (b) Personal Data of Customers of the Merchant.
- (h) **“Customer”** means the Merchant’s customer who makes payments using valid Payment Instruments (including a valid debit card / card card / net banking account / UPI / wallets) to the Merchant in consideration for purchase of Products (goods / services) from the Merchant’s Site (website / internet application).
- (i) **“Facility Providers”** means banks, financial institutions, NPCI, and technology service providers, other payment service providers, facilitating the provisions of Services or any part thereof, including but not limited to (a) acquiring banks, (b) banks issuing credit cards, debit cards, prepaid instruments and accounts, and (c) card payment networks (d) AD Bank (e) foreign payment service providers.
- (j) **“Force Majeure Event”** means any event, not within the reasonable control of the Party affected, which that Party is unable to prevent, avoid or remove by the use of reasonable diligence. Force Majeure Event shall, to the extent such events and circumstances or their consequences satisfy the requirements mentioned hereinabove, comprise the following events and circumstances, namely: war, hostilities, invasion, armed conflict, act of foreign enemy, embargoes, moratoriums, any change in regulations resulting in practical impossibility to perform obligations, outages, downtimes and system failures experienced by a Facility Provider, riots, insurrection, prolonged labour stoppages, acts of terrorism, pandemic, sabotage, nuclear explosion, earthquakes, fires, typhoons, storms and other natural catastrophes.
- (k) **“Genereal Terms and Conditions”** means a set of overall general terms and conditionas that are applicable to Merchant’s use of PayGlocal Services. These terms and conditions are applicable to any or all of the specific PayGlocal Services subscribed by the Merchant. These terms and conditions are applicable in addition to any other terms and conditions (including ‘Specific Terms and Conditions’) applicable to any specific PayGlocal Services.
- “Specific Terms and Conditions”** means all those additional terms and coditions that are specifically applicable to a particular PayGlocal Service subscribed by the Merchant. Specific Terms and Conditions are applicable to any Service in addition to General Terms and Conditions. Specific Terms and Conditions may be accepted by the Merchant at the time of accepting General Terms and Conditions during onboarding / registration or anytime thereafter, as and when the Merchant wishes to subscribe for specific PayGlocal Services.
- “Terms”** means and includes collective or individual reference to “General Terms and Conditions” and “Specific Terms and Conditions”.
- (l) **“Intellectual Property”** means data, information, inventions, intellectual properties (including patents, trademarks, copyrights, design and trade secrets), “know-how”, trade secrets, business strategies, new uses and processes, and any other intellectual property right, asset or form, including, but not limited to, analytical methods, procedures and

techniques, research, procedure manuals, financial information, computer technical expertise, software and moral rights.

- (m) **"Merchant's Site/ Site"** means the Merchant's e-commerce website or the web application named created / owned / operated by the Merchant or on behalf of the Merchant for the purposes of enabling its Customers to place orders for purchase of Products through the internet.
- (n) **"Party/ies"** means (i) wherever both Merchant and PayGlocal are referred collectively ("Parties"); (ii) wherever referred individually ("Party").
- (o) **"PayGlocal Software Application"** shall mean PayGlocal's technology such as websites, software, platforms, application programming interfaces, and other online tools, and applications for facilitating the Services by PayGlocal along with all or any application(s)/script(s)/program(s) embedded therein and includes all documentation relating thereto and all new releases, updates or revisions of such software, platforms, application programming interfaces, and other online tools, and applications for facilitating the Services pursuant to this Agreement.
- (p) **"Payment Instrument"** includes credit card, debit card (including international cards), prepaid payment instrument, Net Banking, UPI or any other instrument issued under Applicable Law, and used by a Customer to pay the Transaction Amount.

("Valid Card" shall mean an unexpired card issued by any Issuer designated to issue a Visa, MasterCard, Visa Electron, Amex, Diner or a Maestro or other card as may be specified from time to time provided that the card is not listed in a current warning or restricted card bulletins or notices. The term 'Card' used anywhere in this Agreement or any SOF shall be deemed to mean "Valid Card")
- (q) **"Permissible Deductions"** means means (a) Fees mentioned and payable by the Merchant under the relevant SOF; (b) Chargeback Amount (including fines and penalties); (c) Refunds; (d) any penalty imposed by regulator / government authority / facility provider (d) any other sum due and payable by the Merchant in relation to the Transaction such as interchange fee / processing fee charged by Facility Provider.
- (r) **"Product"** means all the goods / services that the Merchant sells to the Customer via Merchant's Site.
- (s) **"Service Order Form" or "SOF"**: means (i) any service order form referencing this Agreement and executed separately between the Parties (either at the time of executing this Agreement or any time thereafter) that captures specific terms & condition for any particular Services availed by the Merchant from PayGlocal.
- (t) **"Transaction"** means an Order or request placed by the Customer on the Merchant's Site for purchasing Products from the Merchant, which results in a debit to the Customer's Payment Instrument.
- (u) **"Transaction Amount"** means the amount paid by the Customer in connection with Transaction.

2. SERVICES

PayGlocal will provide various Services as subscribed by the Merchant under the respective Service Schedules. All such Services will be provided as per the terms of the Agreement and the relevant SOF. The Merchant agrees that the Service availed by the Merchant under this Agreement shall be used for its legitimate and bonafide business activities only.

3. TERM AND TERMINATION

- 3.1 This Agreement shall come into effect from the Effective Date and shall remain valid and enforceable unless terminated in accordance with the terms of this Agreement. Furthermore, if no specific effective date is agreed upon between the Parties in relation to any SOFs, then all such SOF/s shall be deemed to come into effect from the Effective Date of this Agreement. It is to be noted that the Parties may mutually agree upon a fixed Term for any specific SOF.
- 3.2 Either Party may terminate this Agreement without cause by giving the other Party a prior written notice of 60 (Sixty) days.

Provided, the Parties may terminate any specific SOF without terminating the entire Agreement, in which case, this Agreement along with remaining SOFs shall continue to remain valid. Furthermore, the Parties may terminate this Agreement or any specific SOF (without cause) with a shorter notice period, provided both the Parties mutually agree upon the same in writing.

- 3.3 Either Party may terminate this Agreement upon breach by the other Party of the terms, conditions, covenants, representations and warranties agreed between the Parties under this Agreement after providing a notice of 30 (thirty) days to the other Party to cure such breach.
- 3.4 Either Party may terminate this Agreement and/or any of the SOFs in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 3.5 PayGlocal may terminate this Agreement and / or any specific SOF on an immediate basis if the Merchant is found to be in breach of any regulatory guidelines applicable to Merchant, breach of Card Network guidelines.

Consequences of the Termination

- 3.6 In the event the Agreement or a particular SOF is terminated, the following shall be the consequences:
 - (a) all or any sums, fees and charges payable under this Agreement / SOF which are unpaid at the effective date of termination shall forthwith become due and payable by the Merchant.
 - (b) Parties shall immediately refrain from any action that would or may indicate any relationship between the Parties;
 - (c) all the Confidential Information in any Party's possession that belongs to the other Party shall, unless otherwise required by Applicable Laws, be handed over to the other Party or destroyed (as per the instruction of the said other Party).
 - (d) termination of one or more SOFs shall not impact the other subsisting SOFs. However, termination of this Agreement shall automatically terminate all the SOFs, addendums, annexure etc.
- 3.7 Termination of this Agreement shall not affect any accrued rights or liabilities of either Party (resulting from respective acts and / or omissions of the Parties during the Term of the Agreement or the SOFs), nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

4. PAYMENT & FEES

- 4.1 The Merchant agrees to pay all such fees / charges / applicable taxes for the provision of various Services by PayGlocal, as set out in the respective SOFs ("**Fees**").
- 4.2 Unless (i) specified otherwise in the relevant SOF; or (ii) agreed otherwise between the Parties separately; any Fee payable by the Merchant in relation to any Services provided under this Agreement / SOF shall be deducted from the Transaction Amount before initiating the net settlement to the Merchant.
- 4.3 Subject to Clause 4.2 above, in cases where PayGlocal does not aggregate / hold any Transaction Amount on behalf of the Merchant, PayGlocal will raise GST compliant invoices at the end of each month for the Services provided and the Merchant shall discharge all such invoices within 15 days from the date of issuance of such invoice by PayGlocal.
- 4.4 The Merchant shall bear all present and future taxes and other charges levied from time to time by any governmental authority pertaining to or in respect of the Fees/other amounts paid/payable by the Merchant under this Agreement. It is agreed that any statutory variations in applicable taxes during the subsistence of this Agreement shall be borne by the Merchant.
- 4.5 It is to be noted that if no separate or independent Fee has been agreed between the Parties in relation to any Services specified in any of the SOF, then it shall not preclude PayGlocal from prospectively introducing Fee in relation to such Services during the Term of the Agreement / SOF. In such instances, the Parties shall agree to any such Fee in writing (in the form of an addendum or commercial / fee letter).

- 4.6 Any reasonable dispute in respect of any invoice raised by PayGlocal must be communicated by the Merchant (“**Invoice Dispute Notice**”) to PayGlocal within a reasonable period, but no later than ten (7) days from the date of issuance of invoice by PayGlocal. Parties will use good faith efforts to reconcile any reasonably disputed amounts. Any persistent dispute in this regard shall be resolved through dispute resolution mechanism, as described in the subsequent part of this Agreement.
- 4.7 In all the instances wherein the Merchant fails to discharge the invoices within the stipulated timeline, then PayGlocal may at its discretion exercise one or more of following rights:
- (a) Suspend some or all of the Services, as provided under this Agreement;
 - (b) Charge a late payment interest @12% per annum (to be calculated on pro-rata basis for each day of delay);
 - (c) Set-off the outstanding invoice amount against any sums / amount owed by PayGlocal to the Merchant.

5. REPRESENTATIONS AND WARRANTIES

Each of the Parties represent and warrant to the other as under:

- 5.1 It has the requisite power and authority to execute and perform this Agreement and the terms and conditions contained herein;
- 5.2 It is validly incorporated existing under the laws of India;
- 5.3 It has procured all necessary licenses for the conduct of its business;
- 5.4 This Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party;
- 5.5 The execution, delivery and performance of its obligations under this Agreement does not and will not contravene any Applicable Laws, conflict with or result in any breach or default under any agreement, regulation, license or authorization binding upon it or any of its assets;
- 5.6 It shall adhere to Applicable Laws in performance of this Agreement, rules, guidelines and directions issued by the Facility Providers or any other governmental authority with reference to the Services and all such laws and regulation applicable to its respective businesses.
- 5.7 There are no other commitments or agreements entered into by it which may be in breach of the terms of this Agreement or the obligations of such Party hereunder.

PayGlocal additionally represents and warrants:

- 5.8 PayGlocal is and shall remain Payment Card Industry Data Security Standard (“PCI DSS”) certified during the performance of this Agreement.
- 5.9 The Services to be rendered herein do not infringe any third party’s intellectual property rights.

The Merchant additionally represents and warrants that:

- 5.10 Before the commencement of any Service under this Agreement, it shall provide the necessary KYC documents to enable PayGlocal to conduct the due diligence in respect of the Merchant and its business activities. The Merchant shall cooperate in completion of KYC process and Merchant registration. PayGlocal shall have the right to share the KYC documents (or the information therein) and other related documents with the Facility Providers or Governmental Authorities or legal enforcement agencies, as required under the Applicable Laws. Merchant agree that PayGlocal shall have the right to rely on any information made available by Merchant on any public portals such as the Ministry of Corporate Affairs (MCA), National Securities Depository Limited (NSDL) etc. For this purpose, the Merchant represent and warrant that any such information is and shall remain true and correct.

- 5.11 The Merchant understands that PayGlocal may from time to time ask for additional and / or updated KYC documents as may be required, per the instructions of Facility Providers or regulatory requirement. In case the Merchant fails to submit KYC documents as required then PayGlocal may suspend the provision of Services.
- 5.12 If there is any change / update in the KYC documents provided earlier by the Merchant or any change in the authorized signatory/directors/partners of the Merchant, then the Merchant shall immediately inform PayGlocal about the same. Any failure on the part of Merchant may result on suspension of the Services.
- 5.13 If the Merchant wishes to avail any cross border payment services provided by PayGlocal, then the Merchant shall also be required to comply with applicable laws / rules / regulations, as prescribed by the relevant authorities in foreign jurisdiction.
- 5.14 Merchant will use the Services only for those activities which the Merchant registered for when entering into this Agreement, or as otherwise approved in writing by PayGlocal from time to time.
- 5.15 Merchant shall not resell or assign the Services, in whole or in part, or otherwise allow the use of the Services by any third parties or its Affiliates.
- 5.16 Merchant's use of Services does not facilitate any activity which is unlawful, illegal, unauthorised, or which is carried on with an intent to defraud, or is likely to result in unjust enrichment and/or unlawful gain to the Merchant or any third parties, including its Affiliates.
- 5.17 As of the date of this Agreement and throughout the Term, the Merchant declares that the Merchant, its Affiliates and/ or its Beneficial Owner/s are not Politically Exposed Person. The Merchant shall forthwith inform PayGlocal in writing if this statement becomes untrue during any period of the Term. Capitalised terms used in this Sub-Clause but not defined in the Agreement shall have the meaning ascribed to them in the extant Master Directions- Know Your Customer (KYC) issued by the Reserve Bank of India.
- 5.18 The Merchant represents and warrants that it holds an express informed consent of its Customers to share Customer's confidential information, with PayGlocal (i) specifically in connection with provision of Services to Merchant, (ii) for the purposes of sharing such information with governmental authorities as and when demanded under Applicable Laws, (iii) for the purpose of transaction tracking and fraud prevention.
- 5.19 The Merchant shall ensure compliance with the PCI DSS and PA-DSS (if applicable), as may be amended from time to time. Merchant may be required to submit proof of compliance to PayGlocal in this regard.

6. CONFIDENTIAL INFORMATION

- 6.1 Each Party and its Authorized Representatives shall, at all times, maintain confidentiality regarding the content of this Agreement and any Confidential Information that it receives (Receiving Party), in any manner or form whatsoever, from the other Party ("Disclosing Party"). Each Party shall use at least the same standard of care and procedures used by themselves to protect their own proprietary information. Any Confidential Information that is required to be disclosed by the Receiving Party to its Authorized Representatives or any third party shall be disclosed strictly on need-to-know basis and on following conditions that:
- (i) Such third party / Authorized representative are under confidentiality obligations equivalent or stricter than the terms of this Agreement.
 - (ii) The Receiving Party shall be solely liable for any breach of confidentiality of Confidential Information by such third party or its Authorised Representative.
 - (iii) The Receiving Party shall immediately notify the Disclosing Party of any actual or potential breach of this Clause. Each Party shall, reasonably, co-operate with the other Party in any investigation, prosecution, litigation or other action related to the Confidential Information.
- 6.2 For purposes of this Agreement, the term "Confidential Information" shall not include:
- (i) information already known or independently developed by the Receiving Party without the use of any Confidential Information belonging to the Disclosing Party;
 - (ii) information already known to the public through no wrongful act of the Receiving Party;

- (iii) disclosed in pursuance of explicit authorization by Disclosing Party;
- (iv) has been disclosed by Receiving Party pursuant to the requirements of applicable law / court / regulatory orders; provided, however, in such case the Receiving Party shall (unless restricted) prior to such disclosure notify the Disclosing Party about such disclosure requirement, such that the Disclosing Party may resist disclosure and/or obtain a suitable protective order.
- (v) information disclosed to the Receiving Party by a third party without any confidentiality obligation;

6.3 Injunctive Relief: Parties understand that monetary damages may be an inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Clause of the Agreement. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Provided however that aforesaid remedy shall not limit rights of the Disclosing Party under Applicable Laws.

6.4 Subject to its obligations under Applicable Laws, upon termination or expiration of the Agreement or any SOF, the Receiving Party shall promptly return all the Confidential Information to the Disclosing Party. The Receiving Party may retain a copy of the Disclosing Party's Confidential Information for compliance of its obligations pursuant to Applicable Laws.

6.5 The confidentiality obligation under this Clause shall survive the termination of this Agreement.

7. ANTI BRIBERY & ANTI CORRUPTION

7.1 Each Party agrees to comply with all applicable anti-bribery and anti-corruption laws which prohibit their officials, representatives, agents or any other person associated with or acting on behalf of such Party from giving, offering, promising to offer, receiving / accepting or acting in any other manner so as to induce a payment, gift, hospitality or anything else of value (either directly or indirectly) whether from within the country or from abroad to government officials, public servants, regulatory bodies, judicial authorities, persons in positions of authority, elected or contesting electoral candidates, political parties or office bearers thereof or any other third party or person in order to obtain an improper commercial/ business advantage of any kind. Each Party also agrees not to give, offer, pay, promise or authorise to give or pay, directly, indirectly or through any other Person, anything of value to its customers / vendors / suppliers for the purpose of inducing or rewarding any favourable action or influencing any decision in favour of such Party.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Each Party shall own all rights, title, and interests in its respective Intellectual Property.

8.2 All Intellectual Property related to the Services contemplated under this Agreement, (i) pre-existing; and/or (ii) conceived, generated, derived, produced or reduced to practice, by PayGlocal, as a result of the Services performed by PayGlocal shall be and shall remain the exclusive property of PayGlocal. For the avoidance of any doubt, Intellectual Property created by PayGlocal in the course of undertaking its duties and obligations under or during the Term of this Agreement shall be owned by PayGlocal unless otherwise stated in writing.

8.3 PayGlocal hereby grants to the Merchant, for the Term, only a limited, non-exclusive, non-transferable, non-assignable and revocable right to use PayGlocal API, secret keys, dashboard and other software applications which relates to integration with the Services. The Merchant shall in no event: (a) provide access to any third party to the foregoing, and (ii) remain responsible for any unauthorised access or use of the same by any third party.

8.4 Each Party owns all rights, title, and interest in its product and service names, logos, and registered or unregistered trademarks (collectively, "**Marks**"). Merchant hereby grants PayGlocal a limited license to use, reproduce, publish, and use the Merchant's Marks to identify Merchant as a user of the Service (by way of example, use includes: response to RFPs / bids, testimonials, websites, marketing materials, promotional campaigns and press releases).

9. INFORMATION SECURITY OBLIGATIONS OF THE MERCHANT

9.1 The Merchant shall ensure that there are proper encryption and security measures at its Site to prevent any unauthorized disclosure of any data under its control. PayGlocal shall have the right to review and audit the Merchant's

security process and controls from time to time. The Merchant shall promptly (or within RBI stipulated time frame) notify PayGlocal in the event of any breach at Merchant's end that impacts Customer data and / or system integration with PayGlocal on....., within 6 (six) hours of occurrence of such incident. Monthly cyber security incident reports (if any such incident occurred during the month) with root cause analysis for any breach of Customer data and consequent preventive actions undertaken shall be submitted to PayGlocal by the Merchant. The Merchant shall ensure compliance with all applicable laws and guidelines on reporting of security incident breach and customer data breach (including but not limited to applicable CERT-In guidelines).

- 9.2 The Merchant also agrees and acknowledges that it shall comply with RBI circular RBI/2021-22/96 CO.DPSS.POLC.No.S-516/02-14-003/2021-22 dated September 07, 2021 Tokenisation – Card Transactions: Permitting Card on File Tokenisation (CoFT) Services 'Tokenisation Circular' and RBI/2021-2022/142 CO.DPSS.POLC.No.S-1211/02-14-003/2021-22 Restriction on storage of actual card data [i.e. Card-on-File (CoF)] dated December 23, 2021, (as amended from time to time) and shall not store Customer Card details on its Site for any purposes whatsoever.
- 9.3 The Merchant shall comply with or otherwise enter into an agreement with a third party service provider to ensure compliance with the Payment card Industry – Data Security Standard ("PCI DSS"), as may be amended from time to time and / or the Payment Application-Data Security Standard ("PA-DSS"), if applicable. Merchant may also be required to submit proof of compliance with the aforementioned requirement.
- 9.4 The Merchant shall submit periodic security assessment reports to PayGlocal.
- 9.5 The Merchant shall at no time hold, store, copy or keep any Customer's Card data and shall not prompt any Customer to provide PIN / security code / password related sensitive data relating to Customer's Card or any Payment Instrument. If required, the Merchant shall provide a written confirmation, in a form and manner acceptable to PayGlocal and Facility Providers, certifying compliance to this aspect.

10. INDEMNITY

- 10.1 Each Party ("Indemnifying Party") hereby undertakes and agrees to defend, indemnify and hold harmless the other ("Indemnified Party"), its directors, agents, employees, representatives etc. from and against all actions, proceedings, claims, liabilities, penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses, including any third party claims, however arising directly as a result of (i) any acts or omissions of the Indemnifying Party or its agents, employees etc.; (ii) breach or non- performance of any undertaking, warranties, representations, covenants or obligations under this Agreement; and (iii) infringement of Intellectual Properties rights including third party rights; (iv) Breach of Applicable Laws; (v) Breach of Confidentiality.
- 10.2 The Merchant shall fully indemnify and hold harmless PayGlocal for any claim raised/ penalty imposed by the Facility Providers, regulatory bodies, government authorities including RBI against PayGlocal for any breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement.
- 10.3 The Merchant shall also fully indemnify and hold harmless PayGlocal for any claims filed by Merchant's Customers against PayGlocal in relation to any dispute relating to the Products sold by the Merchant to its Customers.
- 10.4 The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement / SOFs.
- 10.5 The provisions of this clause shall survive the termination of this Agreement for a period of 1 year thereafter, in relation to the liabilities arising from the acts and omissions undertaken during the subsistence of this Agreement.

11. LIMITATION OF LIABILITY

- 11.1 Subject to the Applicable Laws, in no event will either Party be liable for special, incidental, indirect, consequential damages (including loss of profit, business opportunities), regardless of whether such claims are based on contract, tort, warranty or any other theory of law. Notwithstanding anything contrary contained anywhere in this Agreement, PayGlocal's and that of its Authorized Representatives' aggregate liability under this Agreement will not exceed the total amount received by PayGlocal from the Merchant for the last 2 (two) months' Service Fees.

11.2 To the maximum extent permitted by Applicable Laws and except as stated in the Agreement, PayGlocal does not provide any guarantee or warranty in relation to the merchantability of the Services or suitability of the Services for any peculiar purposes of the Merchant. The Services are provided on “as is” and “as available” basis and the Merchant agrees that it has undertaken requisite analysis and diligence on its end before subscribing to the Services herein. Furthermore, PayGlocal does not warrant that the Services will be free from error, interruptions, external third party cyber incidents. However, PayGlocal shall undertake best endeavours to rectify any disruption in Services that is attributable to PayGlocal. Furthermore, PayGlocal shall not undertake any responsibility for any service disruptions at third party Facility Providers’ end.

11.3 The Merchant acknowledges that the Services are of complex nature and require the intervention and assistance of a number of parties including the Facility Providers. The Merchant acknowledges and agrees that PayGlocal shall only be liable for acts or omissions which are solely and directly attributable to PayGlocal.

11.4 In the course of performance of the Services under this Agreement, PayGlocal shall be entitled to assume that: (a) messages / instructions that originate from the server of the Merchant or the server of a third party designated by Merchant have been duly authorised by the Merchant; (b) Messages that originate from the Customer are deemed to be authorised by the Customer. PayGlocal shall not be liable for any losses or damages caused to any person whatsoever as a result of any such message being unauthorized, inaccurate or fraudulent.

12. PRIVACY

Any information captured by PayGlocal while providing Services in pursuance of this Agreement (collectively, the “Data”) will be governed by its privacy policy <https://payglocal.in/privacy-policy> (which is in consonance with applicable laws), and as updated from time to time.

13. AUDITS & INSPECTION

The Merchant shall assist PayGlocal in furnishing to its auditors, the Facility Providers, Governmental Authorities, or law enforcement agencies, forthwith upon request from time to time, relevant books, the original copy /copies of proof of transactions, invoices or other records of Merchant, including pertaining to any Order placed by the Customers. Merchant shall retain records relating to Transactions for the maximum period required as per the requirements under Applicable Laws, from the relevant date of the order placed on the Merchant’s site. PayGlocal (acting under the instructions of regulator / Facility Provider), Facility Providers, Governmental Agencies or law enforcement agencies are entitled to audit and inspect the records and other data in relation to the Services provided under this Agreement including but not limited to the Customer’s orders. The Merchant shall ensure cooperation with PayGlocal, its auditors, Facility Providers, Governmental Authorities, or law enforcement agencies for any audit, inspection conducted in pursuance of this Clause.

14. FORCE MAJEURE

Neither Party shall be in breach of its obligation hereunder if it is delayed in the performance of, or is unable to perform (whether partially or fully), such obligations as a result of the occurrence of a Force Majeure Event; provided that the Party affected by the Force Majeure Event shall give notice to the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable and in any case within seven (7) days from the date on which the affected Party knew of the occurrence of a Force Majeure Event.

Nothing contained in this Section shall preclude the Merchant from discharging the invoices raised by PayGlocal for the Services duly provided during and / or before the occurrence of such Force majeure event.

15. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

15.1 In the event of any dispute between the Parties, arising out of or in connection with this Agreement or with regard to the performance of any obligations by either Party, the Parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.

- 15.2 In case the dispute or differences are not settled amicably as within 30 (Thirty) Business Days from the date of initiation of amicable dialogue between the Parties, then such dispute shall be referred to a sole arbitrator, mutually appointed by the Parties.
- 15.3 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English language and the venue of such arbitration shall be in Bengaluru. The arbitrator's award shall be substantiated in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The award shall be binding on the Parties, subject to the Applicable Laws in force.
- 15.4 This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Bangalore shall have exclusive jurisdiction in respect of any such disputes or claims.

16. GENERAL PROVISIONS

- 16.1 **Entire Agreement and Amendments:** This Agreement (including SOFs, annexures, schedules) constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all other previous written, oral agreements, negotiations / discussions between the Parties. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Parties. Provided, if any amendment in the Agreement is required in pursuance of any change in applicable laws or regulatory guidelines, then PayGlocal reserves the right to initiate and add such changes in the Agreement with prior intimation to the Merchant.
- 16.2 **Relationship between Parties:** This Agreement is entered into by the Parties on a "principal to principal" basis. PayGlocal is serving as an independent service provider to the Merchant under this Agreement. Nothing in this Agreement shall be deemed or construed to create any relationship of partnership or joint venture between the Parties. The Parties shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.
- 16.3 **Severability:** If any provision of this Agreement is determined to be unenforceable / invalid by any court of competent jurisdiction or for any other reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the Parties' original intent.
- 16.4 **Assignment:** This Agreement shall not be assigned by the Merchant without the prior written consent of PayGlocal. PayGlocal may assign all its rights, titles, benefits under this Agreement to any of its affiliates. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.
- 16.5 **Waiver:** All rights available to either Party consequent to this Agreement or in connection herewith, or allowed it by law or equity, are and shall be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. Neither Party shall be deemed to have waived any right, power or privilege under this Agreement unless such waiver has been expressed in a written instrument signed by the waiving Party. The failure of either Party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or a right of such Party to thereafter enforce such provision or any other provision of this Agreement.
- 16.6 **Survival of Provisions:** Unless otherwise explicitly provided in this Agreement, terms which by their nature could be deemed to survive termination or expiration of this Agreement shall bind the Parties following any expiration or termination of this Agreement.